

A G R E E M E N T

between

CITY OF MENASHA

and

MENASHA CITY HALL AND POLICE SUPPORT STAFF UNION

LOCAL 1035-B, AFSCME, AFL-CIO

January 1, 2009 - December 31, 2011

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AGREEMENT

This Agreement is made and entered into by and between the City of Menasha, hereinafter referred to as "City" or "Employer" and Menasha City Hall and Police Support Staff Employees Local 1035-B, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time employees of the Menasha City Offices and all of the regular full-time and regular part-time Police Support Staff covered in the classifications listed in Article VIII of this Agreement, excluding elected officials, managerial, supervisory, confidential, temporary employees, and the garage clerk for the purpose of engaging in conferences and negotiations establishing wages, hours, and conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS RESERVED

- A. General: Unless as otherwise herein provided, the management of the work and the direction of the working forces, including the right to hire, promote, demote, suspend or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reason is vested exclusively in the Employer.
- B. Work Rules: The Employer may adopt and publish reasonable rules which may be amended from time to time. Except for rules, regulations and directives from the State of Wisconsin, or any other governmental agency having jurisdiction over the Employer, such rules and regulations shall be submitted to the Union, if possible, prior to their effective date, for its consideration.
- C. Union Action: Action to amend, alter or otherwise change said rules and/or regulations shall be taken through the Grievance Procedure, in this Agreement.
- D. Subcontracting: The Employer may contract out for any goods and services.

ARTICLE III - REPRESENTATION

- A. Union Negotiating Team: The Union shall be represented in all such bargaining or negotiations with the City by such representatives as the Union shall designate.
- B. City Negotiating Team: The City shall be represented in all such bargaining or negotiations with the Union by such representatives as the City shall designate.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract.
- B. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise

statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date. Matter involving a Union grievance shall be signed and processed by a Union officer or representative.

- C. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits can be extended by mutual consent in writing. Working days shall be defined as Monday through Friday excluding holidays.
- D. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- E. Steps in Procedure:
- Step 1: The employee, alone or with his representative, shall discuss his complaint with his supervisor no later than five (5) working days after he knew or should have known of the cause of such complaint. The employee shall perform his normal work task and present his complaint later unless safety is an issue. If the issue is not resolved during the discussion, the employee may file a written grievance as described in Step 2 of this Article.
- Step 2: If the grievance is not settled at the first step, the employee and/or his representative shall prepare a written grievance and present it to the supervisor within five (5) working days of the Step 1 decision. The supervisor will further investigate the grievance and submit his decision to the employee and his representative in writing within five (5) working days after receiving written notice of the grievance. The City shall notify the Union with the Step 2 decision if the Union should appeal to Step 3 or Step 4. However, the City may not require both steps.
- Step 3: If the grievance is not settled at the second step, the employee and/or his representative may appeal in writing to the Department Head within five (5) working days of the Step 2 decision. If the Department Head is the immediate supervisor, Step 3 shall be omitted. The Department Head will further investigate the grievance and submit his decision to the employee and his representative in writing within five (5) working days after receiving notice of the grievance.
- Step 4: If the grievance is not settled at the third step, the Union may appeal in writing to the Personnel Director within five (5) working days after receipt of the written decision of the Department Head. The Personnel Director shall discuss the grievance, within ten (10) working days of the appeal, with the employee, and the Union representative shall be afforded the opportunity to be present at this conference. Following said conference the Personnel Director shall respond to the employee and the Union within ten (10) working days in writing.

F. Arbitration:

1. Time Limit: If a satisfactory settlement is not reached in Step 4, the Union must notify the Personnel Director in writing within ten (10) working days that they intend to process the grievance to arbitration.
2. Arbitrator: The City and Union shall select an arbitrator in a mutually agreeable manner.
3. Arbitration Hearing: The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance.
4. Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator, if any. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorneys' fees, except that an employee shall not suffer a loss of pay for reasonable and necessary witness time. The arbitration hearing shall be conducted in the City Hall.
5. Transcript: There shall be a transcript prepared for each arbitration hearing. The parties may mutually agree to waive the transcript.
6. Decision of the Arbitrator: The powers of the Arbitrator are limited as follows: its function is limited to that of interpreting and applying the provisions of this Agreement. It shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision of the Arbitrator shall be rendered promptly following the hearing and, if exercised in accordance with the terms of this Agreement and consistent with federal, state, and local laws, shall be final and binding upon both parties.

G. General Provisions:

1. Special Notice for New Facts: If the grievance has been processed beyond Step 3, and the grievant wishes to add new facts or information into the file, he shall immediately transmit notice to the Department Head and shall indicate in said notice the nature and details of the new facts. When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Department Head has had an opportunity to respond.

Within five (5) working days of receipt of such special notice the Department Head shall exercise one of the following options:

- a) He may reopen the proceedings at Step 3 for the purpose of reconsidering the Step 3 decision.
 - b) He may acknowledge receipt of the facts and stipulate that the grievance proceed.
2. Adjustments from Grievance Conferences: Any adjustments resulting from the grievance conferences under this provision shall not be inconsistent with the terms of this Agreement except by mutual agreement.

ARTICLE V - LEAVES OF ABSENCE

- A. Personal Leave: Applications for leaves of absence for personal reasons shall be made in writing to the Department Head. A leave of absence may not be granted for the purpose of taking other employment. The granting of such leave and the length of time for such leave shall be contingent upon the reasons for the request. The Department Head may grant leaves of absence without pay for up to fourteen (14) calendar days without further authority of the City Council. Leaves of absence for more than fourteen (14) calendar days shall be referred to the City Council by the Department Head with a recommendation and all sick leaves if granted, shall be for a specified period of time.
- B. Education Leave: Leaves of absence not to exceed one (1) year may be granted to those employees who desire to improve their ability and job knowledge through further education. The procedure of obtaining such leave shall be the same as that of Section A of this Article.
- C. Notice to Union: The Union shall be notified in writing by the Department Head in the department involved at the time each leave of absence is recommended, denied or authorized, indicating the duration of the authorization and at the time of subsequent renewals. Seniority shall be protected during an authorized leave of absence.
- D. Disability Leave: Whenever an employee becomes or anticipates a temporary disability, the employee shall furnish the City with a certificate from the attending physician stating the approximate date of the disability, the nature of the work still allowable to perform, if any, the length of time the employee may continue to work, and the anticipated length of time needed for absence from work. Thereafter, upon request of the City, the employee shall furnish an additional certificate containing like information every thirty (30) to forty-five (45) days. The employee may return to work with a doctor's permission. Disability leave will be administered under the sick leave policy.
- E. Medical Leave: In lieu of sick leave benefits provided in this agreement, an employee temporarily unable to perform his assigned task due to a medical disability may request a medical leave of absence without pay of not more than four (4) months by submitting to the Department Head a physician's certificate that he is unable to continue his duties due to a temporary medical disability. Any such employee shall be continued as an employee-on-leave and no benefits shall accrue to such employee except that at the employee's option he may continue his participation in the City's group hospital-surgical program at his own cost. No sick leave benefits may be claimed under this section and it is agreed that a medical leave of absence, if granted, is to be an alternative to sick leave; an employee cannot have both a medical leave under this section and sick leave.

ARTICLE VI - SENIORITY

- A. Probationary Period: All newly hired permanent employees shall be considered probationary for the first six (6) months of their employment with the Employer. Probationary employees may be disciplined or discharged without recourse to the grievance procedure hereinbefore provided. Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory completion of probation.

- B. Seniority: Seniority refers to the rank order of employees relative to other employees determined by reference to the time of continuous service in the department. A seniority list shall be posted in each department annually.
- C. Lay Off: In laying off employees, junior employees shall be laid off first, provided those retained are qualified to perform available work. In re-employing, persons in layoff status shall be called back in order of seniority provided they are qualified to perform the available work. Permanent employees shall not be subject to layoff until all temporary and probationary employees in the bargaining unit are first laid off. Job (or classification) and department seniority will govern when demotions not involving layoffs are made.
- D. Recall from Layoff: Persons on layoff status shall be given seventy-two (72) hours notice of recall for employment, without losing the right to permanent recall. Failure to return upon being recalled will terminate all rights to employment. Notice of permanent recall and/or terms of employment will be furnished to the Union. Service refers to the last continuous employment period of an employee.
- E. Loss of Seniority: An employee shall lose all seniority and service if he: (1) quits; (2) is discharged for cause; (3) is absent three consecutive working days without notice or permission; (4) is laid off prior to attaining one year of service; or (5) is laid off for a period of one year or more. An employee who has one year or more of service at the time of layoff and who returns to work within one year shall have his service prior to such layoff included in computing continuous service.

ARTICLE VII - JOB POSTING

All promotions of employees shall be in an orderly procedure as provided herein. When a vacancy occurs for any reason the open job shall be posted for one (1) week, giving a summary of the duties and qualifications and the status of such open position. Any employee interested in such open position may sign the posting. The qualified applicant having the greatest seniority within the department where the vacancy has occurred shall be given the position. If no employee in the department signs the posting or is qualified, the job shall be awarded to the qualified applicant with the greatest bargaining unit seniority. The successful applicant shall have the right to return to his/her former job within thirty (30) calendar days and the next senior qualified applicant shall be placed on the job. The City shall have the right to return the successful applicant to his/her former job within thirty calendar days and award the position to the next senior qualified applicant.

The City will re-post the position if it is not filled within sixty (60) days of the close of the initial posting period if the City intends to fill the position. In the event that more than one member of the bargaining unit applies for a vacancy, any applicant not receiving the position shall be so notified in writing.

Present employees shall be given preference before any new employee is hired. When seniority is not recognized in job preference, the case shall be subject to the grievance procedure.

ARTICLE VIII - WAGES

Please see attached Wage Schedules.

NOTES

- A. Complaint Clerks shall receive an additional forty cents (\$0.40) per hour during the hours of 6:00 p.m. to 6:00 a.m.
- B. Any employee promoted or assigned duties to a position paying a higher wage shall receive the next highest pay rate on the new position which is above the employee's present wage rate.
- C. Complaint Clerks on forty (40) hours - all others on thirty-seven and one-half (37-1/2) hours.
- D. Regular part-time employees shall receive prorated fringe benefits based upon the amount of time worked in a calendar year compared to the amount of time normally worked by a regular full-time employee during the same period. In determining the pro-ration, all time paid shall be considered time worked.
- E. Call-Time: Any employee called in outside his/her regular work hours shall receive two (2) hours call time on the basis of the employees straight time pay. In addition the employee shall receive the greater of the actual hours worked at the applicable rate or two (2) hours at the employee's straight time rate. Call time does not apply to any scheduled time or to extended time that does not include a separate trip.
- F. Should the hours which generate overtime be during a period in which a shift differential is paid pursuant to Article VIII, note A, the shift differential will be included when computing overtime pay.
- G. If the Traffic Court Liaison works in the capacity of Complaint Clerk, the Traffic Court Liaison shall be paid as if he/she were working in his/her normal capacity for overtime or holiday pay purposes. The additional shift differential will be paid if applicable.
- H. Non-shift employees may not be ordered to fill in for shift workers, unless no shift workers are available to be ordered in.
- I. All Complaint Clerks will receive pay for holidays on their payroll check twice each year on the second paycheck in May and the second paycheck in December. Anyone receiving holiday pay who is no longer employed on a holiday for which that Complaint Clerk has been employed will have the holiday pay deleted from their last paycheck.
- J. Employees required to carry a beeper, cellular phone or other telecommunication device for the purpose of receiving calls in stand-by capacity, shall receive stand-by pay compensated at the rate of \$10.00 per day for days assigned stand-by duty. Employees receiving stand-by pay will not receive call-time pursuant to paragraph E for the first call-in on any given day. Employees on stand-by who are called in more than one time on any given day shall receive call-time. In addition to stand-by pay the employee shall receive the greater of the actual hours worked at the applicable rate or two (2) hours at the employee's straight time rate (minimum call-in pay). Stand-by duty shall be distributed among employees as equally and reasonably as possible.

ARTICLE IX - VACATIONS

- A. Annual: Employees shall be granted vacation with pay during the calendar year in accordance with the following schedule.
- Ten (10) working days after one year of service.
Fifteen (15) working days after six (6) years of service.
Twenty (20) working days after thirteen (13) years of service.
Twenty-five (25) working days after eighteen (18) years of service.
- B. Scheduling: An employee wishing to take a vacation of one week or longer should notify his supervisor three weeks in advance. An employee wishing to take a vacation of less than a week should notify his supervisor seventy-two (72) hours in advance. At the sole discretion of the employee's Supervisor, vacation may be granted with less than the required advance notice. Vacation will normally be granted provided the work schedule permits. Conflict in vacation dates will be resolved by seniority. All vacations shall be taken on a current year basis and shall not accumulate from year to year except upon the approval of the Department Head.
- C. An employee who is hospitalized during a scheduled vacation may substitute sick leave for all days hospitalized. A doctor's slip is required and such election must be made in writing within five working days after return to work.

ARTICLE X - HOLIDAYS

- A. Standard Holidays: The following are recognized holidays:
- | | |
|-------------------------------|------------------------|
| New Years Day | Thanksgiving |
| Easter Sunday (shift workers) | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Fourth of July | Christmas Day |
| Labor Day | |
- B. Floating Holidays: Four and one-half (4-1/2) additional days to be selected by the shift employees with advance approval of the employee's supervisor, provided the employee has been on the payroll six (6) months.
- Five (5) additional days to be selected by the non-shift employees with advance approval of the employee's supervisor, provided the employee has been on the payroll six (6) months.
- All employees shall receive one (1) additional floating holiday upon reaching his/her 6th year anniversary date.
- C. Holiday Work - All Employees Except Shift Workers: Employees will not normally be required to work on any of the above holidays. If required to work on a holiday, an employee shall receive double time for his work as well as holiday pay.
- D. Weekend Holidays - All Employees Except Shift Workers: Holidays falling on a Sunday will normally be observed on Monday. Holidays falling on a Saturday will normally be observed on Friday. Holiday premiums shall be paid for the observed holiday and not the

calendar holiday. Should Christmas Day or New Year's Day fall on a Saturday, the holiday shall be observed on the following Monday. Should Christmas Eve Day fall on Sunday the holiday shall be observed on the previous Friday.

Shift Workers: Employees shall observe the holiday on the date it falls. Employees required to work on any of the above holidays shall receive one and one-half (1-1/2) times regular pay as well as holiday pay. Employees on a scheduled day off on the day a holiday occurs shall receive an additional day's pay.

- E. An employee must have worked the scheduled day immediately preceding the holiday and the scheduled day immediately following the holiday except in proven illness on these mentioned days. Illness must be reported to the Department Head prior to the start of the work day.

ARTICLE XI - HEALTH, DENTAL AND VISION BENEFIT

- A. Effective with this Agreement, the City will provide as health insurance coverage, the choice of Network HMO-1 and Network POS-2. The prescription drug plan will be the Network BPL 50008-HMO Prescription Benefit Plan if the HMO-1 plan is chosen, and Network BPL 50009-POS Prescription Benefit Plan if the POS-2 plan is chosen. The description of the benefit levels of the HMO-1 plan and drug plan is attached as Appendix A. The description of the benefit levels of the POS-2 plan and drug plan is attached as Appendix B.

- B. The City will pay towards the accosts of the health insurance as follows:

	<u>2009</u>	<u>2010</u>	<u>2011</u>
HMO-1	92%	91%	90%
Employee cap			
Per month:	\$130.00	\$160.00	\$175.00
POS-2	90%	88%	88%
Employee cap			
Per month:	\$200.00	\$225.00	\$250.00

Premium share for dental and vision coverage will match that selected for health coverage. The caps will include premium share for dental and vision coverage.

- C. Prescription Reimbursement. This provision shall apply to prescriptions filled by mail order only. Upon reaching an out-of-pocket maximum of \$200/yr/RX, each employee shall be reimbursed by the City for the balance of the Rx cost of that Rx for Tier 2 drugs. Upon reaching an out-of-pocket maximum of \$320/yr/RX, each employee shall be reimbursed by the City for the balance of the Rx cost of that Rx for Tier 3 drugs.
- D. Each employee shall be eligible to change health insurance choice on an annual basis. This annual election shall not apply to vision coverage.
- E. The City will provide the Delta Dental Plan. The annual maximum benefit is \$1,500/patient/year for dental services. The annual maximum benefit for dental surgery is

\$3,000/patient/year, subject to the co-pays and deductibles of the plan in existence in 2006.

- F. The City will provide vision insurance that includes a \$20 co-pay and allows for one pair of contacts or one pair of lenses each year, and one pair of glass frames every other year.
- G. The City may from time to time change the insurance carrier or method of funding for health, dental and vision coverage if it elects to do so, provided that any plan offers coverage that is equivalent in the aggregate or better than the plan(s) then in existence for employees in the bargaining unit. At least thirty days' advance notice of any change shall be provided to the Union. Neither changes in the list of providers nor in the list of prescription drugs shall be viewed as a reduction in benefits. It is understood that any change in carrier(s) or method of funding will not result in an increase in the above-stated deductibles, drug co-payments or in the introduction of other co-payments.
- H. No employee shall make any claim against the City for additional compensation in lieu of or in addition to his/her premium paid by the City because he/she does not qualify for the family plan, nor in the event that any employee does not elect to take health, dental or vision insurance through the City.
- I. Employees who retire shall be eligible to continue health care plan coverage only, at their expense until that employee is eligible for Medicare. When the retired employee becomes eligible for Medicare, that retired employee's spouse will be eligible to continue Single Health Plan coverage only, at his/her own expense, until that spouse is eligible for Medicare, provided that spouse does not have other health care coverage and meets the eligibility requirements of the plan.
- J. Any employee requesting the assistance of the City with any question regarding health, dental or vision benefits shall be obligated to sign a release of his/her privacy rights prior to any City staff member from engaging in such assistance.
- K. Probationary Employees: Medical insurance shall be provided to all employees when they are eligible to participate as determined by the insurance carrier.
- L. The City will pay the monthly premiums for employees who are in pay status for at least eight (8) days in any calendar month.
- M.
 - 1. Effective January 1, 1996 or sooner if in place, the City will offer a Section 125 plan to bargaining unit employees as allowed by Internal Revenue Code and Regulations. The program requires at least 25 percent of bargaining unit employees to participate in order for it to be continued at no cost to bargaining unit employees. Should the IRS discontinue this benefit, the City may choose to eliminate the Section 125 plan.
 - 2. Effective January 1, 1998, the City shall contribute \$30/month to the flexible spending account of an employee selecting family health insurance coverage, and \$15/month to the flexible spending account of an employee selecting single health insurance coverage.

ARTICLE XII - RETIREMENT

The City shall pay in addition to the Employer's share, up to six and two-tenths percent (6.2%) of the employee's gross earnings to the Wisconsin Retirement Fund, and any subsequent increases during the term of this Agreement up to seven percent (7.0%).

ARTICLE XIII - LIFE INSURANCE

The City agrees to pay the Employer's contribution to the State Group Life Insurance Plan.

ARTICLE XIV - PAY PERIODS

The pay periods shall be every other Thursday. The City shall pay the employee prior to vacation leave if a regular payday falls within the vacation period providing the employee provides at least 3 weeks prior notification to the Personnel Department requesting the issuance of the check prior to departure for vacation.

ARTICLE XV - SICK LEAVE

- A. Annual: Each employee with one or more years of service shall receive fifteen (15) days sick leave on January 1. Sick leave shall accumulate to 120 days.

Effective 1/1/86, each employee with one or more years of service shall earn one and one-quarter (1-1/4) days of sick leave per month of service.

- B. New Employees: New employees shall earn sick leave at the rate of one (1) day per month from the first of the month coincident with or following date of hire until the first of January following the completion of one (1) year of service at which time paragraph 1 applies.

- C. Physicians Statement:

1. In order to qualify for sick leave payment, an employee must:
 - a. Report an absence as soon as possible prior to the start of the work day, to the Department Head, or designated representative.
 - b. Keep the Department Head informed of the conditions if the absence is of more than three (3) working days.
 - c. Submit a physician's certificate for employee absences of three (3) working days or more.
 - d. In the event of major dental work after which the dentist shall recommend rest at home, the employee shall be able to use sick leave credit provided the employee notifies the Department Head, giving the name of the dentist to verify the treatment given.

- D. Application of Sick Leave to Extended Health Insurance Benefits: Each employee, after having attained the maximum sick leave accumulation of one-hundred twenty (120) days, shall at the end of each year be credited with 3.75 hours pay for each day of sick leave that would have been accumulated had it not been for the maximum accumulation. Upon the employee's retirement such credit over and above the maximum accumulation shall be credited at the employee's base rate towards extended health insurance benefits.
- E. Each year an eligible employee may elect to receive a payout for unused sick hours accumulated during that twelve (12) month period in accordance with the following schedules. The schedules are designed to reflect the normal difference in daily hours for those employees who work 7-1/2 or 8 hours per day.

Sick Leave Hours
Used 12/1 through 11/30*

Sick Leave Hours
Eligible for Payout

0 - 7.50 hours	Up to 67.5 hours
7.51 - 15.00 hours	Up to 60 hours
15.01 - 22.50 hours	Up to 52.5 hours
22.51 - 30.00 hours	Up to 45 hours
30.01 - 37.50 hours	Up to 37.5 hours
Over 37.51 hours	0 hours

Complaint Clerks

0 - 8.00 hours	Up to 72 hours
8.01 - 16.00 hours	Up to 64 hours
16.01 - 24.00 hours	Up to 56 hours
24.01 - 32.00 hours	Up to 48 hours
32.01 - 40.00 hours	Up to 40 hours
Over 40.01 hours	0 hours

All unused and/or non-payout sick hours will accumulate each year in accordance with Sections A, B, and D. Employees eligible for sick leave payout shall designate the number of sick leave hours they elect to be paid based on the above schedules by submitting a form provided by the City to their supervisor not earlier than November 15 nor later than November 30 each year. Eligible employees requesting sick hours payout will receive payment on the second Thursday in December.

- F. Payout: Upon an employee's retirement under the Wisconsin Retirement System or death, the employee, or his beneficiary in case of death, shall be paid for all accumulated and unused sick leave, up to a maximum of ninety (90) days (720 hours) for Complaint Clerks and ninety-five (95) days (712.50 hours) for non-shift bargaining unit employees. Such payment shall be made based on the employee's hourly rate at the time of retirement or death.

ARTICLE XVI - FUNERAL AND EMERGENCY LEAVE

- A. Immediate Family: In the event of death of any employee's spouse, child, mother, father, stepmother, stepfather, sister, brother, mother-in-law, or father-in-law, such employee shall upon request be granted funeral leave with pay for the scheduled hours missed,

during the period commencing with the day of the death and ending the day of the funeral. Such period shall not exceed three (3) scheduled working days.

- B. Other: One day shall be allowed to attend the funeral of a grandparent, grandchild, daughter-in-law, son-in-law, aunt or uncle, brother-in-law or sister-in-law.

An employee may require funeral leave, not to exceed 3 days, in the event the circumstances of the relationship between the decedent and employee warrant additional funeral leave. Such request shall be made to the Personnel Director or to the Department Head if the Personnel Director is unavailable.

- C. Emergency Leave: In the event of the sudden or serious illness of a member of the employee's immediate family or in the event of any other legitimate reason which requires the employee's presence because of personal family needs, the use of sick leave as emergency leave is hereby granted up to but not to exceed three (3) days in any calendar year. The Department Head must approve of any leave granted under this section before payment is made and he may require a doctor's certificate when appropriate. Immediate family for the purpose of emergency leave is defined as to include only the spouse or children of the employee.

ARTICLE XVII - OVERTIME

Overtime shall be compensated for at the rate of time and one-half the normal rate of pay as follows:

- A. All work performed in excess of eight (8) hours per day or forty (40) hours per week whichever is greater but not both.
- B. Non-shift Workers: For overtime purposes all paid time, except sick leave, shall be considered work performed.
- Shift-Workers: All hours worked outside of an employee's normal work schedule shall be at time and one-half the normal wage rate.
- C. For all employees except shift workers, all work performed on Saturday, provided the employee has worked his regular weekly schedule.
- D. For all employees except shift workers, all work performed on Sunday or Holidays and such hours shall not be included in computing eligibility for payment of any other overtime. Overtime compensation may be taken in compensatory time off by mutual agreement, at the rate of one and one-half (1-1/2) hours off for each hour worked, but see Article X, Section D.
- E. Overtime compensation for Shift Workers may be taken as compensatory time off at time and one-half and may be accumulated to the maximum allowable by law. Such time off shall be scheduled with the approval of the Department Head.
- F. Any time a Shift Worker is required to work after his/her normal shift to fill a vacancy, he/she shall be credited with two (2) hours of call-in time in addition to pay for hours worked.

G. Overtime Options for Complaint Clerks:

1. Part-time Complaint Clerk personnel will be called to replace or fill in for scheduled or unscheduled vacancies. However, part-time employees who have just completed a full shift shall not be allowed additional work until such work was first offered to the regular full-time Complaint Clerk also just completing a full shift.
2. Off-going personnel will be offered overtime first for either 8 hours or first 4 hours, if on-coming person works last 4 hours.
3. If off-going personnel refuses overtime, the on-coming personnel shall be offered overtime for a full 8-hour shift.
4. If options, 1, 2, or 3 are not applicable, then a calendar shall be posted for use by personnel to sign for available overtime on days off. The shift commander will use calendar to fill vacancies. Overtime shall be according to seniority in position, and divided as equally as possible.
5. In the event that all 4 of the above options are not applicable, the off-going and on-coming personnel will be required to work 4 hours to fill the vacant shift respectively.

Note: Shift commander shall call in personnel if absence occurs, unless not available, then Complaint Clerk may be required to call.

ARTICLE XVIII - HOURS OF WORK

- A. Non-shift (City Hall) Employees: The normal work day, Monday through Friday, shall be seven and one-half (7-1/2) hours per day, 8 A.M. to 4 P.M. with one (1), one-half (1/2) hour lunch period per day scheduled between 12 noon and 1:00 P.M.

Custodian's hours to remain the same as they presently are scheduled.

Employees may schedule their lunch period at other times during the workday with the approval of his/her department head provided that staff coverage is available. However, an employee may not schedule such lunch periods at the start or end of his/her work day.

B. Police Support Staff:

1. Clerical Employees:
The normal work day, Monday through Friday, shall be seven and one-half (7-1/2) hours per day scheduled by the employer as follows:

(a) 7:30 A.M. - 3:30 P.M. with one (1), one-half (1/2) hour lunch period per day.
2. Shift Employees (Complaint Clerks):
The normal work day for shift employees shall be either 6:10 A.M. to 2:20 P.M., 2:10 P.M. to 10:20 P.M., or 10:10 P.M. to 6:20 A.M.

The work schedules shall consist of a cycle of days "on duty" followed by days "off duty" as follows: 5-2, 5-3. Each Complaint Clerk shall receive a twenty (20)

minute lunch break during these shifts. For pay purposes, including overtime, this work schedule shall be considered to constitute forty (40) hours per week.

ARTICLE XIX - JURY DUTY

Employees selected for jury duty on normal working days shall receive the wage differential between his wage for the days served on the jury and what he received for jury duty for that particular period. The employee shall retain his pay received as a juror.

ARTICLE XX - WORKER'S COMPENSATION

Employees are entitled to Worker's Compensation coverage. An employee who is absent due to injury or illness caused during the course of his duties shall receive his regular wage for said period. If the injury or illness is of the duration on which Worker's Compensation is paid to the employee, he shall receive the wage differential between his normal take-home pay and Worker's Compensation. Normal take home pay shall be defined to mean the employees' normal 37-1/2 or 40 hour rate less FICA, and state and federal withholding taxes. Changing exemption status while on worker's compensation will not affect normal take home pay.

ARTICLE XXI - MILITARY LEAVE

Leaves of absence without pay shall be automatically granted for all regular employees who are called or volunteer for military service, provided that application for re-employment is made within ninety (90) days of discharge. Employees who are members of the National Guard or Military Reserve shall be granted temporary military leave not to exceed two (2) weeks for tours of training duty, and shall receive during such absence, the wage differential between the employees regular pay and the military pay so that no loss of pay will be suffered as a result of such military service.

ARTICLE XXII - REST PERIODS

All employees shall receive one (1) fifteen (15) minute rest period for each four (4) hours of work. Unless an employee is prevented from taking a break at the normal time, rest periods shall not be used to extend time allowed for a meal period.

ARTICLE XXIII - FAIR SHARE

The Employer shall deduct from the wages of all employees a dollar amount equal to the monthly dues certified by the Union and forward such monies to the treasurer of the Union. The City is to be saved harmless in the event of any legal controversy involving this provision.

ARTICLE XXIV - CLOTHING AND BOOT ALLOWANCE

- A. Complaint Clerks shall be paid \$200.00 per year toward the purchase of required uniforms as described in the Police Department Personnel Manual. Clothing allowance will be paid in equal installments on the second paycheck in January and on the second paycheck in June. This amount will be subject to federal and state withholding taxes and Social

Security/Medicare if required by the Internal Revenue Service, Department of Revenue, and/or the Social Security Administration.

- B. The Engineering Supervisor and Engineering Aides shall receive a boot allowance of \$75/year to purchase safety boots. The boots shall be required to be worn at all times and shall conform to the recommendation of the Safety Committee. The boot allowance will be paid on the second paycheck in January. This amount will be subject to federal and state withholding taxes and Social Security/Medicare if required by the Internal Revenue Service, Department of Revenue, and/or the Social Security Administration.

ARTICLE XXV - NO STRIKE AGREEMENT

- A. Strike Prohibited: Neither the Union nor any of its officers, agents, or City employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.
- B. Union Action: Upon notification by the City to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

ARTICLE XXVI - SETTLEMENT OF PROHIBITED PRACTICE PROBLEMS

In the event either party desires to file a prohibited practice charge with the Wisconsin Employment Relations Commission against the other for any reason authorized under State Law, it shall so notify the other party in writing by certified mail summarizing the specific details surrounding the potential charge. Such charges may not be filed for a period of fifteen (15) days following delivery to the other party, and upon receipt of this notice the parties agree to meet and confer in an attempt to resolve the dispute during the fifteen (15) day period.

ARTICLE XXVII - SAVINGS CLAUSE

If any article or section of this agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal the remainder of this agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXVIII - ENTIRE AGREEMENT

- A. Amendments: This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Waiver: The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunities as set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to in this Agreement, or any subject or matter that arose during bargaining, but which were not agreed to by the parties.
- C. Ordinances and Resolutions: All existing ordinances and resolutions of the Common Council affecting wages, hours and conditions of employment not inconsistent with this Agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this Agreement are in conflict with the existing ordinances, resolutions or rules, such ordinances, resolutions or rules shall be modified to reflect the agreements herein contained.

ARTICLE XXIX - CONDUCT OF BUSINESS

The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent routine business such as the posting of Union notices and bulletins.

Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the work day for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of such officers or members. The Employer agrees not to deduct such reasonable time from the pay of such employee.

ARTICLE XXX - SUSPENSION, DEMOTION AND DISCHARGE

Suspension is defined as the temporary removal without pay of an employee from his designated position.

- A. Suspension for Cause: The Employer may for disciplinary reasons suspend an employee. An employee who is suspended, except probationary and temporary employees, shall be given written notice of the reasons for the action, and copy of such notice shall be made a part of the employee's personnel history record, and a copy shall be sent to the Union. No suspension for cause shall exceed thirty (30) calendar days.
- B. Suspension During an Investigation: During an investigation hearing or trial of an employee on any civil or criminal charge, when suspension would be in the interest of the City, an employee may be suspended by the Employer for the duration of the proceedings.

The suspension shall terminate within ten (10) days after completion of the cause for which he was suspended, by reinstatement or by other appropriate action by resignation or dismissal of the employee.

- C. Voluntary Demotion: An employee may request or accept voluntary demotion when the position he occupies is allocated to a lower class or when assignment to less difficult or responsible work would be to his advantage.
- D. Dismissal: No employee shall be discharged except for cause. An employee who is dismissed, except probationary and temporary employees, shall be given a written notice of the reasons for the action, and a copy of the notice shall be made a part of the employee's personnel history record, and a copy sent to the Union. An employee who has been discharged may use the grievance procedure by giving written notice to his steward and his department head within five (5) working days after dismissal. Such appeal will go directly to the appropriate step of the grievance procedure.
- E. Usual Disciplinary Measures Shall Be:
1. Oral Reprimand;
 2. Written Reprimand;
 3. Suspension;
 4. Dismissal.

The Union shall be furnished a copy of any written notice of reprimand, suspension or discharge. A written reprimand sustained in the grievance procedure or not contested, shall be considered a valid warning. In the case of serious infractions prior warnings are not a prerequisite for disciplinary action that includes suspension or dismissal. Written and oral reprimands shall not be used as the basis of suspension or dismissal after fifteen (15) months.

ARTICLE XXXI - RESIDENCY


Effective 1-1-87, all Employees hired after 1/1/87 must maintain their permanent residence within a twenty (20) mile radius of the nearest City limit to his permanent residence. Employees hired prior to 1-1-87 shall have no restrictions as to their place of residence, however, any Employee hired prior to 1-1-87 who changes his permanent place of residence after 1-1-90 must maintain his permanent residence within a twenty (20) mile radius of the nearest City limit to his permanent resident.

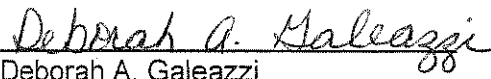
ARTICLE XXXII - DURATION


This Agreement shall be effective on January 1, 2009, and shall remain in full force and effect until and including December 31, 2011, and shall be automatically renewed from year to year unless negotiations are instituted by September 1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 30th day of November, 2009, by:


FOR THE CITY:


Donald J. Merkes
Mayor


Deborah A. Galeazzi
City Clerk

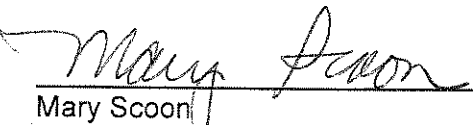

Pamela A. Captain
City Attorney

LOCAL 1035-B:


Corey Gordon
President


Peggy DeLeeuw
Bargaining Committee Member


Roberta S. Seffker
Bargaining Committee Member


Mary Scoon
AFSCME Staff Representative

			increase:	2.0%
Local 1035B Pay Range				
Hired Before 1-01-2002		Effective 1-1-2009		
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.
Public Works	Engineering Supervisor	27.41	28.61	29.99
	GIS Tech	25.44	26.61	27.87
	Eng Aide IV	24.79	25.95	27.23
	Eng Aide III	23.61	24.79	25.95
	Eng Aide II	22.39	23.61	24.79
	Custodian	13.90	14.60	15.21
Assessor	Dep Assessor	22.06	23.19	24.23
	Assessment Tech	16.01	16.84	17.70
Finance	Finance Clerk	18.71	19.64	20.68
Police Dept	Traffic Court Liaison	17.26	18.15	19.08
	Code Enforcement Officer	17.26	18.15	19.08
	Complaint Clerk	16.64	17.46	18.32
Gen Adm	Clerk-Parks	16.64	17.46	18.32
	Clerk-Public Works	16.64	17.46	18.32
	Public Health Aide	16.64	17.46	18.32

			increase:	1.0%
Local 1035B Pay Range				
Hired Before 1-01-2002		Effective 7-1-2009		
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.
Public Works	Engineering Supervisor	27.68	28.90	30.29
	GIS Tech	25.69	26.88	28.15
	Eng Aide IV	25.04	26.21	27.50
	Eng Aide III	23.85	25.04	26.21
	Eng Aide II	22.61	23.85	25.04
	Custodian	14.04	14.75	15.36
Assessor	Dep Assessor	22.28	23.42	24.47
	Assessment Tech	16.17	17.01	17.88
Finance	Finance Clerk	18.90	19.84	20.89
Police Dept	Traffic Court Liaison	17.43	18.33	19.27
	Code Enforcement Officer	17.43	18.33	19.27
	Complaint Clerk	16.81	17.63	18.50
Gen Adm	Clerk-Parks	16.81	17.63	18.50
	Clerk-Public Works	16.81	17.63	18.50
	Public Health Aide	16.81	17.63	18.50

			increase:	1.0%
Local 1035B Pay Range				
Hired Before 1-01-2002		Effective 1-1-2010		
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.
Public Works	Engineering Supervisor	27.96	29.19	30.59
	GIS Tech	25.95	27.15	28.43
	Eng Aide IV	25.29	26.47	27.78
	Eng Aide III	24.09	25.29	26.47
	Eng Aide II	22.84	24.09	25.29
	Custodian	14.18	14.90	15.51
Assessor	Dep Assessor	22.50	23.65	24.71
	Assessment Tech	16.33	17.18	18.06
Finance	Finance Clerk	19.09	20.04	21.10
Police Dept	Traffic Court Liaison	17.60	18.51	19.46
	Code Enforcement Officer	17.60	18.51	19.46
	Complaint Clerk	16.98	17.81	18.69
Gen Adm	Clerk-Parks	16.98	17.81	18.69
	Clerk-Public Works	16.98	17.81	18.69
	Public Health Aide	16.98	17.81	18.69

			increase:	1.0%
Local 1035B Pay Range				
Hired Before 1-01-2002		Effective 12-31-2010		
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.
Public Works	Engineering Supervisor	28.24	29.48	30.90
	GIS Tech	26.21	27.42	28.71
	Eng Aide IV	25.54	26.73	28.06
	Eng Aide III	24.33	25.54	26.73
	Eng Aide II	23.07	24.33	25.54
	Custodian	14.32	15.05	15.67
Assessor	Dep Assessor	22.73	23.89	24.96
	Assessment Tech	16.49	17.35	18.24
Finance	Finance Clerk	19.28	20.24	21.31
Police Dept	Traffic Court Liaison	17.78	18.70	19.65
	Code Enforcement Officer	17.78	18.70	19.65
	Complaint Clerk	17.15	17.99	18.88
Gen Adm	Clerk-Parks	17.15	17.99	18.88
	Clerk-Public Works	17.15	17.99	18.88
	Public Health Aide	17.15	17.99	18.88

			increase:	1.0%
Local 1035B Pay Range				
Hired Before 1-01-2002		Effective 1-1-2011		
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.
Public Works	Engineering Supervisor	28.52	29.77	31.21
	GIS Tech	26.47	27.69	29.00
	Eng Aide IV	25.80	27.00	28.34
	Eng Aide III	24.57	25.80	27.00
	Eng Aide II	23.30	24.57	25.80
	Custodian	14.46	15.20	15.83
Assessor	Dep Assessor	22.96	24.13	25.21
	Assessment Tech	16.65	17.52	18.42
Finance	Finance Clerk	19.47	20.44	21.52
Police Dept	Traffic Court Liaison	17.96	18.89	19.85
	Code Enforcement Officer	17.96	18.89	19.85
	Complaint Clerk	17.32	18.17	19.07
Gen Adm	Clerk-Parks	17.32	18.17	19.07
	Clerk-Public Works	17.32	18.17	19.07
	Public Health Aide	17.32	18.17	19.07

			increase:	1.0%
Local 1035B Pay Range				
Hired Before 1-01-2002		Effective 7-1-2011		
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.
Public Works	Engineering Supervisor	28.81	30.07	31.52
	GIS Tech	26.73	27.97	29.29
	Eng Aide IV	26.06	27.27	28.62
	Eng Aide III	24.82	26.06	27.27
	Eng Aide II	23.53	24.82	26.06
	Custodian	14.60	15.35	15.99
Assessor	Dep Assessor	23.19	24.37	25.46
	Assessment Tech	16.82	17.70	18.60
Finance	Finance Clerk	19.66	20.64	21.74
Police Dept	Traffic Court Liaison	18.14	19.08	20.05
	Code Enforcement Officer	18.14	19.08	20.05
	Complaint Clerk	17.49	18.35	19.26
Gen Adm	Clerk-Parks	17.49	18.35	19.26
	Clerk-Public Works	17.49	18.35	19.26
	Public Health Aide	17.49	18.35	19.26

			increase:	1.0%
Local 1035B Pay Range				
Hired Before 1-01-2002		Effective 12-31-2011		
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.
Public Works	Engineering Supervisor	29.10	30.37	31.84
	GIS Tech	27.00	28.25	29.58
	Eng Aide IV	26.32	27.54	28.91
	Eng Aide III	25.07	26.32	27.54
	Eng Aide II	23.77	25.07	26.32
	Custodian	14.75	15.50	16.15
Assessor	Dep Assessor	23.42	24.61	25.71
	Assessment Tech	16.99	17.88	18.79
Finance	Finance Clerk	19.86	20.85	21.96
Police Dept	Traffic Court Liaison	18.32	19.27	20.25
	Code Enforcement Officer	18.32	19.27	20.25
	Complaint Clerk	17.66	18.53	19.45
Gen Adm	Clerk-Parks	17.66	18.53	19.45
	Clerk-Public Works	17.66	18.53	19.45
	Public Health Aide	17.66	18.53	19.45

					increase:	2.0%
Local 1035B Pay Range						
Hired After 1-1-02		Effective 1-1-2009				
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.	Beginning 31st Mo.	Beginning 43rd Mo.
Public Works	Engineering Supervisor	23.99	25.50	26.99	28.49	29.99
	GIS Tech	22.30	23.68	25.07	26.47	27.87
	Eng Aide IV	21.80	23.16	24.53	25.87	27.23
	Eng Aide III	20.76	22.06	23.37	24.65	25.95
	Eng Aide II	19.84	21.09	22.32	23.56	24.79
	Custodian	12.17	12.92	13.69	14.43	15.21
Assessor	Dep Assessor	19.38	20.60	21.80	23.00	24.23
	Assessment Tech	14.14	15.03	15.92	16.81	17.70
Finance	Finance Clerk	16.53	17.55	18.60	19.62	20.68
Police Dept	Traffic Court Liaison	15.26	16.21	17.17	18.13	19.08
	Code Enforcement Officer	15.26	16.21	17.17	18.13	19.08
	Complaint Clerk	14.77	15.67	16.54	17.43	18.32
Gen Adm	Clerk-Parks	14.77	15.67	16.54	17.43	18.32
	Clerk-Public Works	14.77	15.67	16.54	17.43	18.32
	Public Health Aide	14.77	15.67	16.54	17.43	18.32

					increase:	1.0%
Local 1035B Pay Range						
Hired After 1-1-02		Effective 7-1-2009				
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.	Beginning 31st Mo.	Beginning 43rd Mo.
Public Works	Engineering Supervisor	24.23	25.76	27.26	28.77	30.29
	GIS Tech	22.52	23.92	25.32	26.73	28.15
	Eng Aide IV	22.02	23.39	24.78	26.13	27.50
	Eng Aide III	20.97	22.28	23.60	24.90	26.21
	Eng Aide II	20.04	21.30	22.54	23.80	25.04
	Custodian	12.29	13.05	13.83	14.57	15.36
Assessor	Dep Assessor	19.57	20.81	22.02	23.23	24.47
	Assessment Tech	14.28	15.18	16.08	16.98	17.88
Finance	Finance Clerk	16.70	17.73	18.79	19.82	20.89
Police Dept	Traffic Court Liaison	15.41	16.37	17.34	18.31	19.27
	Code Enforcement Officer	15.41	16.37	17.34	18.31	19.27
	Complaint Clerk	14.92	15.83	16.71	17.60	18.50
Gen Adm	Clerk-Parks	14.92	15.83	16.71	17.60	18.50
	Clerk-Public Works	14.92	15.83	16.71	17.60	18.50
	Public Health Aide	14.92	15.83	16.71	17.60	18.50

					increase:	1.0%
Local 1035B Pay Range						
Hired After 1-1-02		Effective 1-1-2010				
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.	Beginning 31st Mo.	Beginning 43rd Mo.
Public Works	Engineering Supervisor	24.47	26.02	27.53	29.06	30.59
	GIS Tech	22.75	24.16	25.57	27.00	28.43
	Eng Aide IV	22.24	23.62	25.03	26.39	27.78
	Eng Aide III	21.18	22.50	23.84	25.15	26.47
	Eng Aide II	20.24	21.51	22.77	24.04	25.29
	Custodian	12.41	13.18	13.97	14.72	15.51
Assessor	Dep Assessor	19.77	21.02	22.24	23.46	24.71
	Assessment Tech	14.42	15.33	16.24	17.15	18.06
Finance	Finance Clerk	16.87	17.91	18.98	20.02	21.10
Police Dept	Traffic Court Liaison	15.56	16.53	17.51	18.49	19.46
	Code Enforcement Office	15.56	16.53	17.51	18.49	19.46
	Complaint Clerk	15.07	15.99	16.88	17.78	18.69
Gen Adm	Clerk-Parks	15.07	15.99	16.88	17.78	18.69
	Clerk-Public Works	15.07	15.99	16.88	17.78	18.69
	Public Health Aide	15.07	15.99	16.88	17.78	18.69

					increase:	1.0%
Local 1035B Pay Range						
Hired After 1-1-02		Effective 12-31-2010				
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.	Beginning 31st Mo.	Beginning 43rd Mo.
Public Works	Engineering Supervisor	24.71	26.28	27.81	29.35	30.90
	GIS Tech	22.98	24.40	25.83	27.27	28.71
	Eng Aide IV	22.46	23.86	25.28	26.65	28.06
	Eng Aide III	21.39	22.73	24.08	25.40	26.73
	Eng Aide II	20.44	21.73	23.00	24.28	25.54
	Custodian	12.53	13.31	14.11	14.87	15.67
Assessor	Dep Assessor	19.97	21.23	22.46	23.69	24.96
	Assessment Tech	14.56	15.48	16.40	17.32	18.24
Finance	Finance Clerk	17.04	18.09	19.17	20.22	21.31
Police Dept	Traffic Court Liaison	15.72	16.70	17.69	18.67	19.65
	Code Enforcement Officer	15.72	16.70	17.69	18.67	19.65
	Complaint Clerk	15.22	16.15	17.05	17.96	18.88
Gen Adm	Clerk-Parks	15.22	16.15	17.05	17.96	18.88
	Clerk-Public Works	15.22	16.15	17.05	17.96	18.88
	Public Health Aide	15.22	16.15	17.05	17.96	18.88

					increase:	1.0%
Local 1035B Pay Range						
Hired After 1-1-02		Effective 1-1-2011				
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.	Beginning 31st Mo.	Beginning 43rd Mo.
Public Works	Engineering Supervisor	24.96	26.54	28.09	29.64	31.21
	GIS Tech	23.21	24.64	26.09	27.54	29.00
	Eng Aide IV	22.68	24.10	25.53	26.92	28.34
	Eng Aide III	21.60	22.96	24.32	25.65	27.00
	Eng Aide II	20.64	21.95	23.23	24.52	25.80
	Custodian	12.66	13.44	14.25	15.02	15.83
Assessor	Dep Assessor	20.17	21.44	22.68	23.93	25.21
	Assessment Tech	14.71	15.63	16.56	17.49	18.42
Finance	Finance Clerk	17.21	18.27	19.36	20.42	21.52
Police Dept	Traffic Court Liaison	15.88	16.87	17.87	18.86	19.85
	Code Enforcement Officer	15.88	16.87	17.87	18.86	19.85
	Complaint Clerk	15.37	16.31	17.22	18.14	19.07
Gen Adm	Clerk-Parks	15.37	16.31	17.22	18.14	19.07
	Clerk-Public Works	15.37	16.31	17.22	18.14	19.07
	Public Health Aide	15.37	16.31	17.22	18.14	19.07

Local 1035B Pay Range					increase:	1.0%
Hired After 1-1-02		Effective 7-1-2011				
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.	Beginning 31st Mo.	Beginning 43rd Mo.
Public Works	Engineering Supervisor	25.21	26.81	28.37	29.94	31.52
	GIS Tech	23.44	24.89	26.35	27.82	29.29
	Eng Aide IV	22.91	24.34	25.79	27.19	28.62
	Eng Aide III	21.82	23.19	24.56	25.91	27.27
	Eng Aide II	20.85	22.17	23.46	24.77	26.06
	Custodian	12.79	13.57	14.39	15.17	15.99
Assessor	Dep Assessor	20.37	21.65	22.91	24.17	25.46
	Assessment Tech	14.86	15.79	16.73	17.66	18.60
Finance	Finance Clerk	17.38	18.45	19.55	20.62	21.74
Police Dept	Traffic Court Liaison	16.04	17.04	18.05	19.05	20.05
	Code Enforcement Office	16.04	17.04	18.05	19.05	20.05
	Complaint Clerk	15.52	16.47	17.39	18.32	19.26
Gen Adm	Clerk-Parks	15.52	16.47	17.39	18.32	19.26
	Clerk-Public Works	15.52	16.47	17.39	18.32	19.26
	Public Health Aide	15.52	16.47	17.39	18.32	19.26

					increase:	1.0%
Local 1035B Pay Range						
Hired After 1-1-02		Effective 12-31-2011				
Dept	Classification	Hiring Rate	Beginning 7th Mo.	Beginning 19th Mo.	Beginning 31st Mo.	Beginning 43rd Mo.
Public Works	Engineering Supervisor	25.46	27.08	28.65	30.24	31.84
	GIS Tech	23.67	25.14	26.61	28.10	29.58
	Eng Aide IV	23.14	24.58	26.05	27.46	28.91
	Eng Aide III	22.04	23.42	24.81	26.17	27.54
	Eng Aide II	21.06	22.39	23.69	25.02	26.32
	Custodian	12.92	13.71	14.53	15.32	16.15
Assessor	Dep Assessor	20.57	21.87	23.14	24.41	25.71
	Assessment Tech	15.01	15.95	16.90	17.84	18.79
Finance	Finance Clerk	17.55	18.63	19.75	20.83	21.96
Police Dept	Traffic Court Liaison	16.20	17.21	18.23	19.24	20.25
	Code Enforcement Office	16.20	17.21	18.23	19.24	20.25
	Complaint Clerk	15.68	16.63	17.56	18.50	19.45
Gen Adm	Clerk-Parks	15.68	16.63	17.56	18.50	19.45
	Clerk-Public Works	15.68	16.63	17.56	18.50	19.45
	Public Health Aide	15.68	16.63	17.56	18.50	19.45



**CITY OF MENASHA HMO1_C
HMO PLAN
SUMMARY OF MEMBER RESPONSIBILITY TABLE**

This Summary reflects your member copayments and other out-of-pocket expenses.

Out-of-pocket expenses incurred to satisfy deductible and coinsurance, apply toward the out-of-pocket limit when the services are provided by a Network Health Plan participating provider.

The following will not apply toward the out-of-pocket limit: copayments, non-covered services and denied benefits when prior authorization is not obtained.

Maximum Policy Benefit:	\$5,000,000 per Member per Lifetime
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This is a summary of your health care coverage.

All benefits are subject to the terms of your policy. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, restrictions, limitations and exclusions that apply to that coverage.

Please contact Network Health Plan's Customer Service Department at 1-800-826-0940 for assistance in understanding your health care benefits.

HMO Plans underwritten by Network Health Plan
POS plans underwritten by Network Health Insurance Corporation and Network Health Plan

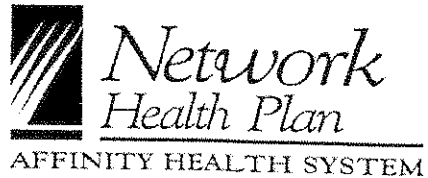
CITY OF MENASHA HMO1_C

12-3-08

Services	Benefits	Member Responsibility
Preventive Health	• Child Preventive Visit	No Charge
	• Adult Preventive Visit	No Charge
	• Immunizations	No Charge
	• Routine Mammography	No Charge
	• Routine Vision Exam	\$10 Copay per visit
Physician and Practitioner Services	• Primary Care Practitioner Home & Office Visits	\$10 Copay per visit
	• Specialist Home & Office Visits	\$10 Copay per visit
	• Primary Care Practitioner Inpatient Visits	No Charge
	• Specialist Inpatient Visits	No Charge
	• Allergy Immunizations	No Charge
	• Accidental Dental Services	No Charge
	• Radiation/Chemotherapy Services	No Charge
	• Dialysis Services	No Charge
	• Surgery & Anesthesiology Services	No Charge
	• Maternity Care	No Charge
	• Chiropractic Office Visits & Manipulations	\$10 Copay per visit
	• Medications Administered in a Physician's Office	Please refer to your Prescription Drug Rider
Diagnostic Services	• X-Ray, Lab, Pathology Practitioners office or outpatient	No Charge
	• Diagnostic Mammography Services Practitioners office or outpatient	No Charge
	• PET Scans, MRIs, MRA's, CT Scans	No Charge
	• Stress Tests	No Charge
	• Ultrasounds/ Echocardiograms	No Charge
Hospital Services	• Inpatient Hospital	No Charge
	• Outpatient Services or Procedures Including Cardiac Rehabilitation	No Charge
	• Ambulatory Surgical Center	No Charge
Rehabilitation Services	• Therapy – Physical/Occupational/Speech	\$10 Copay per visit
Home Health Care		No Charge
Hospice Care		No Charge

Services	Benefits	Member Responsibility
Durable Medical Equipment		No Charge
Medical Supplies	Including insulin pump supplies	No Charge
Behavioral Health Mental Health and Chemical Dependency Services	• Inpatient Limited to 10 days per Benefit year	No Charge
	• Transitional Limited to 20 days per Benefit year	No Charge
	• Outpatient Limited to 20 visits per Benefit year	No Charge
Ambulance Services	• Land and Air	No Charge
Emergency/Urgent Care	• Emergency Room Services	\$50 Copay per visit
	• Urgent Care	\$10 Copay per visit
Health Education Programs	Please refer to Certificate of Coverage for list of benefits & limitations	No Charge
Diabetic Supplies	Please refer to the Prescription Summary of Member Responsibility Table	
Prescription Drugs:	Please see the Prescription Summary of Member Responsibility Table for prescription drug information, including medications administered in the Office or Outpatient setting.	

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**BPL 50008 – HMO
PRESCRIPTION BENEFIT SUMMARY OF MEMBER RESPONSIBILITY TABLE**

PRESCRIPTION DRUGS, CONTRACEPTIVES, INSULIN, AND DIABETIC SUPPLIES:	
a. Retail Pharmacy	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating practitioner and dispensed through a NHP participating retail pharmacy:</p> <p style="margin-left: 40px;">Tier 1 \$10 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 2 \$25 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 3 \$50 copayment per prescription or refill</p> <p>All prescriptions, or refills, can be dispensed in quantities up to a 31 day supply. In addition:</p> <ul style="list-style-type: none"> • Contraceptives can be filled in quantities up to an 84 day supply (copayment required for each 28 day supply) • Insulin and diabetic supplies can be filled in quantities up to a 91 day supply (copayment required for each 31 day supply) <p>Diabetic supplies refers to, for example, alcohol swabs/wipes, lancets, lancet devices, insulin syringes and needles, glucose monitors/meters, glucose control solutions, and blood and urine glucose and ketone test strips.</p> <p>For insulin pump supplies, please refer to your medical supply benefit.</p>
b. Mail Order Pharmacy	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating practitioner and dispensed through a NHP participating mail order pharmacy in quantities up to a 91 day supply:</p> <p style="margin-left: 40px;">Tier 1 \$25 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 2 \$60 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 3 \$150 copayment per prescription or refill</p> <p>NOTE: Tier 4 drugs (preferred specialty products) and Tier 5 drugs (non-preferred specialty products) are not available through the mail order pharmacy.</p>

SPECIALTY PRODUCTS (Please refer to Chapter 19 of the NHP Preferred Drug List):	
c. Specialty Pharmacy	Specialty Products prescribed by a NHP participating practitioner and dispensed through a NHP participating specialty pharmacy in quantities up to a 31 day supply:
	Preferred Specialty Products (Tier 4) \$50 copayment per prescription or refill
	Non-Preferred Specialty Products (Tier 5) \$80 copayment per prescription or refill
d. Practitioner's Office	Specialty Products prescribed by a NHP participating practitioner and administered in a NHP participating practitioner's office:
	Preferred Specialty Products (Tier 4) \$50 copayment per administration
	Non-Preferred Specialty Products (Tier 5) \$80 copayment per administration

All benefits are subject to the terms, limitations and exclusions of the Policy, Summary of Member Responsibility Table, Certificate of Coverage, and any applicable Riders. Network Health Plan's coverage includes benefits for all state mandated benefits. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, eligible services and coverage guidelines.

Copayments for Non-Specialty injectable medications administered in a NHP participating practitioner's office are covered under the medical benefit and will follow the copays outlined above in Section a. Retail Pharmacy.

If the practitioner indicates "Dispense As Written", or if the member requests the brand name product for a medication where a generic is available, the member must pay the applicable copayment/coinsurance plus the ancillary charge. The ancillary charge is the cost difference between the brand name product and the generic product. When generic substitution conflicts with state regulations or restrictions the pharmacist must gain approval from the prescriber to use the generic equivalent.

To receive a copy of the Network Health Plan Preferred Drug List, please call Customer Service at 1-800-826-0940, or visit www.networkhealth.com.



**CITY OF MENASHA POS2_C
POINT OF SERVICE PLAN
SUMMARY OF MEMBER RESPONSIBILITY TABLE**

This Summary reflects your member copayments and other out-of-pocket expenses.

Out-of-pocket expenses incurred to satisfy deductible and coinsurance, apply toward the In-Network out-of-pocket limit when the services are provided by a Network Health Plan Participating Provider.

Out-of-pocket expenses incurred when the services are not provided by a Network Health Plan Participating Provider will apply toward the out of network benefits.

The following will not apply towards the out-of-pocket limit: copayments, non-covered services, denied benefits, and the benefit reduction amount when prior authorization is not obtained.

IN-NETWORK

Annual Deductible:	\$250 per Member and \$500 per Family each Benefit year
Member's Coinsurance:	10 % of Eligible Expenses, unless otherwise specified
Out-of-Pocket Limit:	\$500 per Member and \$1,000 per Family each Benefit year

OUT-OF-NETWORK:

Coverage for Out-of-Network services which require Prior Authorization as listed in your Point of Service Plan Rider will have a 10 % benefit reduction if the services are not Prior Authorized.

Annual Deductible:	\$500 per Member and \$1,000 per Family each Benefit year
Member's Coinsurance:	30 % of Eligible Expenses, unless otherwise specified
Out of Pocket Limit:	\$1,500 per Member and \$3,000 per Family each Benefit year

Maximum Policy Benefit: In-Network & Out-of-Network benefits combined	\$5,000,000 per Member per Lifetime
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This is a summary of your health care coverage.

All benefits are subject to the terms of your policy. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, restrictions, limitations and exclusions that apply to that coverage.

Please contact Network Health Plan's Customer Service Department at 1-800-826-0940 for assistance in understanding your health care benefits.

HMO Plans underwritten by Network Health Plan
POS plans underwritten by Network Health Insurance Corporation and Network Health Plan

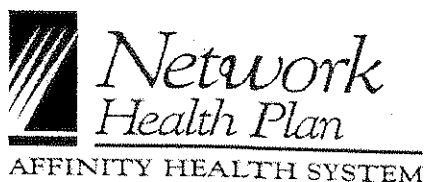
CITY OF MENASHA POS2_C

12-3-08

Services	Benefits	Member Responsibility	
		In-Network	Out-of-Network
Preventive Health	• Child Preventive Visit	No Charge	Deductible/Coinsurance
	• Adult Preventive Visit	No Charge	Deductible/Coinsurance
	• Immunizations	No Charge	Deductible/Coinsurance
	• Routine Mammography	No Charge	Deductible/Coinsurance
	• Routine Vision Exam	\$15 Copay per visit	Deductible/Coinsurance
Physician and Practitioner Services	• Primary Care Practitioner Home & Office Visits	\$15 Copay per visit	Deductible/Coinsurance
	• Specialist Home & Office Visits	\$15 Copay per visit	Deductible/Coinsurance
	• Primary Care Practitioner Inpatient Visits	No Charge	Deductible/Coinsurance
	• Specialist Inpatient Visits	No Charge	Deductible/Coinsurance
	• Allergy Immunizations	No Charge	Deductible/Coinsurance
	• Accidental Dental Services	No Charge	No Charge
	• Radiation/Chemotherapy Services	No Charge	Deductible/Coinsurance
	• Dialysis Services	No Charge	Deductible/Coinsurance
	• Surgery & Anesthesiology Services	No Charge	Deductible/Coinsurance
	• Maternity Care	No Charge	Deductible/Coinsurance
	• Chiropractic Office Visits & Manipulations	\$15 Copay per visit	Deductible/Coinsurance
	• Medications Administered in a Physician's Office	Please refer to your Prescription Drug Rider	
Diagnostic Services	• X-Ray, Lab, Pathology Practitioners office or outpatient	No Charge	Deductible/Coinsurance
	• Diagnostic Mammography Services Practitioners office or outpatient	No Charge	Deductible/Coinsurance
	• PET Scans, MRIs, MRA's, CT Scans	No Charge	Deductible/Coinsurance
	• Stress Tests	No Charge	Deductible/Coinsurance
	• Ultrasounds/ Echocardiograms	No Charge	Deductible/Coinsurance
Hospital Services	• Inpatient Hospital	Deductible/Coinsurance	Deductible/Coinsurance
	• Outpatient Services or Procedures Including Cardiac Rehabilitation	Deductible/Coinsurance	Deductible/Coinsurance
	• Ambulatory Surgical Center	Deductible/Coinsurance	Deductible/Coinsurance
Rehabilitation Services	• Therapy – Physical/Occupational/Speech	\$15 Copay per visit	Deductible/Coinsurance
Home Health Care		No Charge	Deductible/Coinsurance

Services	Benefits	Member Responsibility	
		In-Network	Out-of-Network
Hospice Care		No Charge	Deductible/Coinsurance
Durable Medical Equipment		Deductible/Coinsurance	Deductible/Coinsurance
Medical Supplies	Including insulin pump supplies	No Charge	Deductible/Coinsurance
Behavioral Health Mental Health & Chemical Dependency Services	• Inpatient Limited to 10 days per Benefit year	No Charge	Deductible/Coinsurance
	• Transitional Limited to 20 days per Benefit year	No Charge	Deductible/Coinsurance
	• Outpatient Limited to 20 days per Benefit year	No Charge	Deductible/Coinsurance
Ambulance Services	• Land and Air	No Charge	
Emergency/Urgent Care	• Emergency Room Services	\$50 Copay per visit	
	• Urgent Care	\$15 Copay per visit	Deductible/Coinsurance
Health Education Programs	Please refer to the Certificate of Coverage for list of benefits & limitations	No Charge	Not Covered
Diabetic Supplies	Please refer to the Prescription Summary of Member Responsibility Table		
Prescription Drugs:	Please see the Prescription Summary of Member Responsibility Table for prescription drug information, including medications administered in the Office or Outpatient setting.		

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**BPL 50009 – POS
PRESCRIPTION BENEFIT SUMMARY OF MEMBER RESPONSIBILITY TABLE**

NOTE: Prescriptions dispensed through a non-participating pharmacy are not covered.

PRESCRIPTION DRUGS, CONTRACEPTIVES, INSULIN, AND DIABETIC SUPPLIES:							
<p>a. Retail Pharmacy</p>	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating OR non-participating practitioner, and dispensed through a NHP participating retail pharmacy:</p> <table border="0"> <tr> <td>Tier 1</td><td>\$10 copayment per prescription or refill</td></tr> <tr> <td>Tier 2</td><td>\$25 copayment per prescription or refill</td></tr> <tr> <td>Tier 3</td><td>\$50 copayment per prescription or refill</td></tr> </table> <p>All prescriptions, or refills, can be dispensed in quantities up to a 31 day supply. In addition:</p> <ul style="list-style-type: none"> • Contraceptives can be filled in quantities up to an 84 day supply (copayment required for each 28 day supply) • Insulin and diabetic supplies can be filled in quantities up to a 91 day supply (copayment required for each 31 day supply) <p>Diabetic supplies refers to, for example, alcohol swabs/wipes, lancets, lancet devices, insulin syringes and needles, glucose monitors/meters, glucose control solutions, and blood and urine glucose and ketone test strips.</p> <p>For insulin pump supplies, please refer to your medical supply benefit.</p>	Tier 1	\$10 copayment per prescription or refill	Tier 2	\$25 copayment per prescription or refill	Tier 3	\$50 copayment per prescription or refill
Tier 1	\$10 copayment per prescription or refill						
Tier 2	\$25 copayment per prescription or refill						
Tier 3	\$50 copayment per prescription or refill						
<p>b. Mail Order Pharmacy</p>	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating OR non-participating practitioner, and dispensed through a NHP participating mail order pharmacy in quantities up to a 91 day supply:</p> <table border="0"> <tr> <td>Tier 1</td><td>\$ 25 copayment per prescription or refill</td></tr> <tr> <td>Tier 2</td><td>\$ 60 copayment per prescription or refill</td></tr> <tr> <td>Tier 3</td><td>\$150 copayment per prescription or refill</td></tr> </table> <p>NOTE: Tier 4 drugs (preferred specialty products) and Tier 5 drugs (non-preferred specialty products) are not available through the mail order pharmacy.</p>	Tier 1	\$ 25 copayment per prescription or refill	Tier 2	\$ 60 copayment per prescription or refill	Tier 3	\$150 copayment per prescription or refill
Tier 1	\$ 25 copayment per prescription or refill						
Tier 2	\$ 60 copayment per prescription or refill						
Tier 3	\$150 copayment per prescription or refill						

SPECIALTY PRODUCTS (Please refer to Chapter 19 of the NHP Preferred Drug List):	
c. Specialty Pharmacy	<p>Specialty Products prescribed by a NHP participating OR non-participating practitioner, and dispensed through a NHP participating specialty pharmacy in quantities up to a 31 day supply:</p> <p>Preferred Specialty Products (Tier 4) \$50 copayment per prescription or refill</p> <p>Non-Preferred Specialty Products (Tier 5) \$80 copayment per prescription or refill</p>
d. Practitioner's Office	<p>Specialty Products prescribed by a NHP participating OR non-participating practitioner, and administered in a NHP participating OR non-participating practitioner's office:</p> <p>Preferred Specialty Products (Tier 4) \$50 copayment per administration</p> <p>Non-Preferred Specialty Products (Tier 5) \$80 copayment per administration</p>

All benefits are subject to the terms, limitations and exclusions of the Policy, Summary of Member Responsibility Table, Certificate of Coverage, and any applicable Riders. Network Health Plan's coverage includes benefits for all state mandated benefits. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, eligible services and coverage guidelines.

Copayments for Non-Specialty injectable medications administered in a NHP participating practitioner OR non-participating practitioner's office are covered under the medical benefit and will follow the copays outlined above in Section a. Retail Pharmacy.

If the practitioner indicates "Dispense As Written", or if the member requests the brand name product for a medication where a generic is available, the member must pay the applicable copayment/coinsurance plus the ancillary charge. The ancillary charge is the cost difference between the brand name product and the generic product. When generic substitution conflicts with state regulations or restrictions the pharmacist must gain approval from the prescriber to use the generic equivalent.

To receive a copy of the Network Health Plan Preferred Drug List, please call Customer Service at 1-800-826-0940, or visit www.networkhealth.com.

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